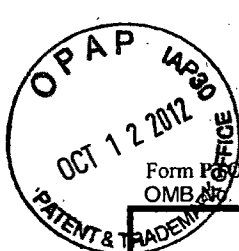


Lee Declaration

Exhibit 2



10/17/2012

Form 1050-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/201)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103650610

HEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Barracuda Networks, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 3, 2012☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other _____

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal Address: _____

Street Address: 2400 Hanover StreetCity: Palo AltoState: CaliforniaCountry: USAZip 94304Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Refer to Schedule A attached hereto

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Thomas FaheyInternal Address: National Corporate Research, Ltd.Street Address: 1100 G Street NW
Suite 420City: WashingtonState: DC Zip: 20005Phone Number: (800) 494-5225Docket Number: F141692Email Address: tfahey@nationalcorp.com6. Total number of applications and patents involved: 797. Total fee (37 CFR 1.21(h) & 3.41) \$ \$3,160☐ Authorized to be charged to deposit account☒ Enclosed☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

10/17/2012 KNGUYEN1 00000003 5503561
Authorized User Name _____
01 FC:8021 3160.00 01

9. Signature:

Signature

10/12/12

Date

Matthew R. Pierce

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

30

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 029218 FRAME: 0107

SCHEDULE 6 (a)**PATENTS**

P	Patent/ Publication Number	Patent Issue Date	Title	Country	Application Number	Application Date	Status
1	EP2 144 420	06/22/2011	WEB APPLICATION SECURITY FILTERING	EP	08159796.5	07/07/2008	Granted
2	5,503,561	04/02/1996	BELIEF-SCAN FALLACY FINDER COMPUTERIZE D FALLACY DETECTION AND DIAGNOSTIC SYSTEM	United States	08198999	02/18/1994	Granted
3	5,796,948	08/18/1998	OFFENSIVE MESSAGE INTERCEPTOR FOR COMPUTER	United States	08745650	11/12/1996	Granted
4	5,999,967	12/07/1999	ELECTRONIC MAIL FILTERING BY ELECTRONIC STAMP	United States	08910326	08/17/1997	Granted
5	6,097,697	08/01/2000	CONGESTION CONTROL	United States	09118400	07/17/1998	Granted
6	6,098,108	08/01/2000	DISTRIBUTED	United States	09016120	01/30/1998	Granted

P	Patent/ Publication Number	Patent Issue Date	Title	Country	Application Number	Application Date	Status
			DIRECTORY FOR ENHANCED NETWORK COMMUNICATI ON				
7	6,266,701	07/24/2001	APPARATUS AND METHOD FOR IMPROVING THROUGHPUT ON A DATA NETWORK	United States	08886869	07/02/1997	Granted
8	6,324,582	11/27/2001	ENHANCED NETWORK COMMUNICATI ON	United States	09176065	10/20/1998	Granted
9	6,778,941	08/17/2004	MESSAGE AND USER ATTRIBUTES IN A MESSAGE FILTERING METHOD AND SYSTEM	United States	10010789	11/13/2001	Granted
10	7,010,611	03/07/2006	BANDWIDTH MANAGEMENT SYSTEM WITH MULTIPLE PROCESSING ENGINES	United States	09612635	07/07/2000	Granted

P	Patent/ Publication Number	Patent Issue Date	Title	Country	Application Number	Application Date	Status
11	7,093,287	08/15/2006	METHOD AND SYSTEM FOR BUILDING DYNAMIC FIREWALL RULES, BASED ON CONTENT OF DOWNLOADED DOCUMENTS	United States	09687100	10/12/2000	Granted
12	7,093,294	08/15/2006	SYSTEM AND METHOD FOR DETECTING AND CONTROLLING A DRONE IMPLANTED IN A NETWORK ATTACHED DEVICE SUCH AS A COMPUTER	United States	10002764	10/31/2001	Granted
13	7,103,913	09/05/2006	METHOD AND APPARATUS FOR DETERMINATION OF THE NON-REPLICATIVE BEHAVIOR OF A MALICIOUS PROGRAM	United States	10141896	05/08/2002	Granted

P	Patent / Publication Number	Patent Issue Date	Title	Country	Application Number	Application Date	Status
14	7,149,222	12/12/2006	INTEGRATED ACCESS POINT NETWORK DEVICE	United States	09730513	12/05/2000	Granted
15	7,149,795	12/12/2006	DISTRIBUTED QUALITY-OF- SERVICE SYSTEM	United States	09955860	09/18/2001	Granted
16	7,254,038	08/07/2007	LOW PROFILE EXPANSION CARD FOR A SYSTEM	United States	11111319	04/21/2005	Granted
17	7,272,155	09/18/2007	CENTRAL POLICY MANAGER	United States	09950979	09/12/2001	Granted
18	7,328,247	02/05/2008	SELF- CONTAINED INSTANT MESSAGING APPLIANCE	United States	10878794	06/28/2004	Granted
19	7,519,727	04/14/2009	BANDWIDTH MANAGEMENT ALGORITHM	United States	11311866	12/19/2005	Granted
20	7,688,815	03/30/2010	METHOD AND SYSTEM FOR A MULTI-STAGE INTERCONNECT SWITCH	United States	10920789	08/17/2004	Granted

P	Patent/ Publication Number	Patent Issue Date	Title	Country	Application Number	Application Date	Status
21	7,788,291	08/31/2010	WEB ACCELERATOR APPARATUS, SYSTEM, AND METHOD	United States	11861034	09/25/2007	Granted
22	7,836,267	11/16/2010	OPEN COMPUTER FILES SNAPSHOT.	United States	11847380	08/30/2007	Granted
23	7,861,300	12/28/2010	METHOD AND APPARATUS FOR DETERMINATIO N OF THE NON- REPLICATIVE BEHAVIOR OF A MALICIOUS PROGRAM	United States	12141165	06/18/2008	Granted
24	7,877,789	01/25/2011	E-MAIL STAMPING WITH FROM- HEADER VALIDATION	United States	11743151	05/02/2007	Granted
25	7,898,953	03/01/2011	DEFICIT AND GROUP ROUND ROBIN SCHEDULING FOR EFFICIENT NETWORK TRAFFIC	United States	12466387	05/15/2009	Granted

P	Patent/ Publication Number	Patent Issue Date	Title	Country	Application Number	Application Date	Status
26	7,917,943	03/29/2011	E-MAIL STAMPING WITH ACCREDITED ENTITY NAME	United States	11566013	12/01/2006	Granted
27	7,917,756	03/29/2011	E-MAIL STAMPING WITH FROM- HEADER VALIDATION	United States	11421748	06/01/2006	Granted
28	7,930,428	04/19/2011	VERIFICATION OF DNS ACCURACY IN CACHE POISONING	United States	12268446	11/11/2008	Granted
29	7,970,899	06/28/2011	INTEGRATED DATA FLOW PACKET ADMISSION AND TRAFFIC MANAGEMENT APPARATUS	United States	11367765	03/03/2006	Granted
30	7,974,288	07/05/2011	TUNNELING	United States	12467007	05/15/2009	Granted

P	Patent/ Publication Number	Patent Issue Date	Title	Country	Application Number	Application Date	Status
			FOR EFFICIENT NETWORK TRAFFIC MANAGEMENT				

P	Patent / Publication Number	Patent Issue Date	Title	Country	Application Number	Application Date	Status
31	7,987,267	07/26/2011	APPARATUS FOR DEFINING A SET OF RULES FOR A PACKET FORWARDING DEVICE	United States	12551169	08/31/2009	Granted
32	7,996,475	08/09/2011	FACILITATING TRANSMISSION OF EMAIL BY CHECKING EMAIL PARAMETERS WITH A DATABASE OF WELL BEHAVED SENDERS	United States	12167547	07/03/2008	Granted
33	8,050,251	1/01/2011	VPN OPTIMIZATION BY DEFRAGMENT ATION AND DEDUPLICATIO N APPARATUS AND METHOD	United States	12421651	04/10/2009	Granted
34	8,069,244	11/29/2011	METHOD FOR DEFINING A SET OF RULES FOR A PACKET FORWARDING	United States	12551147	08/31/2009	Granted

P	Patent / Publication Number	Patent Issue Date	Title	Country	Application Number	Application Date	Status
35	8,122,493	02/21/2012	FIREWALL BASED ON DOMAIN NAMES	United States	11657863	01/25/2007	Granted
36	8,194,174	06/05/2012	INTERNET- BASED CAMERA FOCUSING METHOD AND APPARATUS	United States	12511822	07/29/2009	Granted
37	8,204,948	06/19/2012	QUERYING A DATABASE AND RECEIVING REPLIES IN IPV6 FORMAT BY UTILIZING WELL KNOWN PORT 53	United States	12854871	08/11/2010	Granted

PATENT

REEL: 029218 FRAME: 0116

P	Patent / Publication Number	Patent Issue Date	Title	Country	Application Number	Application Date	Status
38	8,219,644	07/10/2012	REQUESTING A SERVICE OR TRANSMITTING CONTENT AS A DOMAIN NAME SYSTEM RESOLVER	United States	12167524	07/03/2008	Granted
39	2011-0004601		MULTI- STREAMED METHOD FOR OPTIMIZING DATE TRANSFER THROUGH PARALLELIZED INTERLACING OF DATA BASED UPON SORTED CHARACTERIS TICS TO MINIMIZE LATENCIES INHERENT IN THE SYSTEM	United States	12497564	07/03/2009	Allowed

PATENT

REEL: 029218 FRAME: 0117

P	Patent / Publication Number	Patent Issue Date	Title	Country	Application Number	Application Date	Status
40	2010-0241619		BACKUP APPARATUS WITH HIGHER SECURITY AND LOWER NETWORK BANDWIDTH CONSUMPTION	United States	12408644	03/20/2009	Allowed

PATENTS PENDING
2012-08-28

P	Patent Issue Date	Publication Number	Title	Country	Application Number	Application Date	Status
41		20090052675	SECURE REMOTE SUPPORT AUTOMATION PROCESS	United States	11844348	08/23/2007	Pending
42		20090083413	DISTRIBUTED FREQUENCY DATA COLLECTION VIA DNS	United States	11903605	09/24/2007	Pending
43		20090216875	FILTERING SECURE NETWORK MESSAGES WITHOUT CRYPTOGRAPHIC PROCESSES METHOD	United States	12037746	02/26/2008	Pending
44		20090219392	POINT OF RECORDATION TERMINAL APPARATUS FOR SENDING HIGH COMPLEXITY IMAGE SEQUENCES OVER AN	United States	12395437	02/27/2009	Pending

P	Patent Issue Date	Publication Number	Title	Country	Application Number	Application Date	Status
			UNRELIABLE LOW-BANDWIDTH CHANNEL				
45		20100011420	OPERATING A SERVICE ON A NETWORK AS A DOMAIN NAME SYSTEM SERVER	United States	12167134	07/02/2008	Abandoned
46		20100049848	DISTRIBUTED FREQUENCY DATA COLLECTION VIA INDICATOR EMBEDDED WITH DNS REQUEST	United States	12610511	11/02/2009	Pending
47		20100049985	DISTRIBUTED FREQUENCY DATA COLLECTION VIA DNS NETWORKING	United States	12610505	11/02/2009	Pending
48		20100131646	POLICY-	United States	12323379	11/25/2008	Pending

P	Patent Issue Date	Publication Number	Title	Country	Application Number	Application Date	Status
			MANAGED DNS SERVER FOR TO CONTROL NETWORK TRAFFIC				

P	Patent Issue Date	Publication Number	Title	Country	Application Number	Application Date	Status
49		20100174829	APPARATUS FOR TO PROVIDE CONTENT TO AND QUERY A REVERSE DOMAIN NAME SYSTEM SERVER	United States	12348917	01/06/2009	Pending
50		20100180027	CONTROLLING TRANSMISSIO N OF UNAUTHORIZE D UNOBSERVAB LE CONTENT IN EMAIL USING POLICY	United States	12351812	01/10/2009	Pending
51		20100223466	SHARED SCALABLE SERVER TO CONTROL CONFIDENTIAL EVENT TRAFFIC AMONG RECORDATION TERMINALS, ANALYSIS ENGINES, AND A STORAGE FARM	United States	12551239	08/31/2009	Pending

P	Patent Issue Date	Publication Number	Title	Country	Application Number	Application Date	Status
			COUPLED VIA A PUBLIC NETWORK				
52		20100250579	RECALLING SPAM EMAIL OR VIRUSES FROM INBOXES	United States	12409504	03/24/2009	Pending
53		20100251372	DEMAND SCHEDULED EMAIL VIRUS AFTERBURNER APPARATUS, METHOD, AND SYSTEM	United States	12431757	04/29/2009	Pending
54		20100325240	QUERYING A DATABASE AS A DOMAIN NAME SYSTEM RESOLVER	United States	12851499	08/05/2010	Abandoned
55		20100332837	WEB APPLICATION SECURITY FILTERING	United States	12703148	02/09/2010	Pending
56		20110004750	HIERARCHICAL SKIPPING METHOD FOR OPTIMIZING DATA TRANSFER THROUGH	United States	12497563	07/03/2009	Pending

P	Patent Issue Date	Publication Number	Title	Country	Application Number	Application Date	Status
			RETRIEVAL AND IDENTIFICATIO N OF NON- REDUNDANT COMPONENTS				
57		20110035795	PORT HOPPING AND SEEK YOU PEER TO PEER TRAFFIC CONTROL METHOD AND SYSTEM	United States	12907573	10/19/2010	Pending
58		20110055895	SHARED SCALABLE SERVER TO CONTROL CONFIDENTIAL SENSORY EVENT TRAFFIC AMONG RECORDATION TERMINALS, ANALYSIS ENGINES, AND A STORAGE FARM COUPLED VIA A NON- PROPRIETARY COMMUNICATI	United States	12578008	10/13/2009	Pending

P	Patent Issue Date	Publication Number	Title	Country	Application Number	Application Date	Status
59		20110173443	SECURE EXTRANET SERVER	United States	12685708	01/12/2010	Pending
60		20110225244	TRACING DOMAINS TO AUTHORITATI VE SERVERS ASSOCIATED WITH SPAM	United States	12030339	02/13/2008	Pending
61		20110239291	DETECTING AND THWARTING BROWSER- BASED NETWORK INTRUSION ATTACKS FOR INTELLECTUA L PROPERTY MISAPPROPRIA TION SYSTEM AND METHOD	United States	12732189	03/26/2010	Pending

P	Patent Issue Date	Publication Number	Title	Country	Application Number	Application Date	Status
62		20110249680	RECEPTION APPARATUS FOR VPN OPTIMIZATION BY DEFRAGMENT ATION AND DEDUPLICATIO N AND METHOD	United States	13166807	06/23/2011	Pending
63		20110249683	TRANSMISSIO N APPARATUS FOR VPN OPTIMIZATION BY DEFRAGMENT ATION AND DEDUPLICATIO N AND METHOD	United States	13166808	06/23/2011	Pending
64		20110258201	MULTILEVEL INTENT ANALYSIS APPARATUS & METHOD FOR EMAIL FILTRATION	United States	13175812	07/01/2011	Pending

P	Patent Issue Date	Publication Number	Title	Country	Application Number	Application Date	Status
65		20110289434	CERTIFIED URL CHECKING, CACHING, AND CATEGORIZATION SERVICE	United States	12784471	05/20/2010	Pending
66		20110289575	DIRECTORY AUTHENTICATION METHOD FOR POLICY DRIVEN WEB FILTERING	United States	12784497	05/21/2010	Pending
67		20110289582	METHOD FOR DETECTING MALICIOUS JAVASCRIPT	United States	13152269	06/03/2011	Pending
68		20120017096	MORE ELEGANT EXASTORE APPARATUS AND METHOD OF OPERATION	United States	13246386	09/27/2011	Pending
69		20120023112	METHOD FOR MEASURING SIMILARITY OF DIVERSE BINARY OBJECTS COMPRISING BIT PATTERNS	United States	12839307	07/20/2010	Pending
70		20120158867	CLOUD MESSAGE	United States	12973727	12/20/2010	Pending

P	Patent Issue Date	Publication Number	Title	Country	Application Number	Application Date	Status
			TRANSFER APPARATUS TO REDUCE NON-DELIVERY REPORTS				
71		20110258272	FACILITATING TRANSMISSION OF AN EMAIL OF A WELL BEHAVED SENDER BY EXTRACTING EMAIL PARAMETERS AND QUERYING A DATABASE	United States	13153327	06/03/2011	Pending
72		20090300012	MULTILEVEL INTENT ANALYSIS METHOD FOR EMAIL FILTRATION	United States	12128286	05/28/2008	Pending
73		20110258201	MULTILEVEL INTENT ANALYSIS APPARATUS & METHOD FOR EMAIL	United States	13175182	07/01/2011	Pending

P	Patent Issue Date	Publication Number	Title	Country	Application Number	Application Date	Status
			FILTRATION				

			Unpublished Applications				
75		TBD	PARALLEL TRACING APPARATUS FOR MALICIOUS WEBSITES	United States	13156340	06/09/2011	Pending
76		TBD	System to Embed Enhanced Security/Privacy Functions Into a User Client	United States	13183403	07/14/2011	Pending
77		TBD	System and Web Security Agent Method for CA Reputation Enforcement	United States	13225371	09/02/2011	Pending
78		TBD	Configuring a plurality of diverse devices /services from an adaptive configuration control hyper-server apparatus	United States	13225428	09/03/2011	Pending
79		TBD	Proxy Apparatus for CA Reputation Enforcement in the Middle	United States	13225432	09/03/2011	Pending
80		TBD	Client - Server Transactional Pre-Archival	United States	13246834	09/27/2011	Pending

			Apparatus				
81		TBD	Adaptive Concentrating Data Transmission Heap Buffer and Method	United States	13280268	10/24/2011	Pending

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "*Agreement*"), dated as of October 3, 2012, is entered into by and among BARRACUDA NETWORKS, INC., a Delaware corporation (the "*Grantor*") and SILICON VALLEY BANK (the "*Assignee*"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of October 3, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee and the Grantor, and (ii) that certain Credit Agreement, dated as of October 3, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), between, among others, the Grantor, as Borrower, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. **Grant of Security Interest**

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Patents" means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States Patents existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patent owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patent in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Guarantee and Collateral Agreement.

The security interests granted pursuant to this Agreement are granted in conjunction with the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Collateral made and granted hereby are supplemental of, and more fully set forth in, the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: Michael Willard
Name: Michael Willard
Title: Relationship Manager

Address of Assignee:

Silicon Valley Bank
2400 Hanover Street
Palo Alto, CA 94304
Attn: Mr. Michael Willard
Facsimile No.: (650) 320-0016

Signature Page to Patent Security Agreement

GRANTOR:

BARRACUDA NETWORKS, INC., a
Delaware corporation

By:

Name: David Faugno
Title: Chief Financial Officer

Address of Grantor:

Barracuda Networks, Inc.
3175 S. Winchester Blvd
Campbell, CA 95008
Attention: Chief Financial Officer
Facsimile No.: (866) 670-8599

Signature Page to Patent and Security Agreement

Schedule A to PATENT SECURITY AGREEMENT

Registrations and Applications for Patents